

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Index No. _____

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MATTHEW LAZARUS

Plaintiff,

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

- against -

WILDLIFE PRESERVES, INC. and
MARSH SANCTUARY, INC.

Defendants.

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Plaintiff MATTHEW LAZARUS by his attorneys Hach Rose Schirripa & Cheverie LLP,
complaining of the Defendants WILDLIFE PRESERVES, INC. and MARSH SANCTUARY,
INC. respectfully alleges, upon information and belief and states as follows:

NATURE OF THE ACTION

1. This is a revival action brought pursuant to the New York Child Victims Act (the “CVA”), CPLR § 214-g. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each Plaintiff’s claims were time barred the day they turned 22 years old.

2. The Plaintiff, when he was a minor, was repeated sexually assaulted on lands owned, operated and managed by Defendants Wildlife Preserves, Inc. and Marsh Sanctuary, Inc and their agents and employees.

3. As a result of the passage of the CVA, Plaintiff for the first time in his life can now pursue restorative justice. Plaintiff brings suit to vindicate his rights.

PARTIES

4. Plaintiff Matthew Lazarus (“Plaintiff”) is an individual residing in the State of Texas.

5. Defendant Wildlife Preserves, Inc. (“Wildlife”) is a private, non-profit land conservation corporation, incorporated pursuant to the laws of the State of New Jersey, dedicated to the preservation of natural areas, open space, wildlife, and wildlife habitats for conservation, education, and research.

6. Wildlife holds itself out as a corporation that administers natural areas and wildlife sanctuaries for the protection of wild animals, plants, and their habitats and open to the public for passive recreational uses such as hiking, biking, bird watching, photography, nature observation and study, with prohibitions against hunting, fishing, trapping, dumping, and off-trail motor vehicles.

7. Defendant Marsh Sanctuary, Inc. (“Marsh Sanctuary”) is a non-profit corporation incorporated pursuant to the laws of the State of New York. Marsh Sanctuary is a 156-acre nature preserve, open to the public daily from dawn to dusk. Several hiking trails are maintained on the property and connect to trails in Leonard Park and other local preserves and located in Mt. Kisco, New York, with a street address of 114 S Bedford Road, Mt. Kisco, New York 10549.

8. Marsh Sanctuary holds itself out as pursuing the objectives of teaching people how to enjoy the outdoor environment, live sustainably, and improve those things by sharing experiences and knowledge.

9. Wildlife owns and manages approximately 6,000 acres of land in the State of New Jersey. Wildlife also owns land in Westchester County, New York. Specifically, Wildlife owns the land used and colloquially known as the Marsh Sanctuary in Mt. Kisco, New York and

surrounding areas which are also comprised of winding hiking trails. This area is referred to hereinafter as “the Premises.”

10. Defendant Wildlife and Defendant Marsh Sanctuary are sometimes collectively referred hereinafter as “Defendants.”

JURISDICTION AND VENUE

11. This Court has personal jurisdiction over the claims asserted herein pursuant to C.P.L.R. §§ 301 and 302, in that Defendants reside in New York.

12. This court has jurisdiction to hear these claims as a result of the passage of the New York State Child’s Victims Act passed in February 2019. As a result of the passage of this Act, the Statute of Limitations for Plaintiff’s claims has been altered allowing him to file the instant Complaint.

13. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

14. Venue for this action is proper in the County of Westchester pursuant to C.P.L.R. § 503 in that one or more Defendants conducts business in this County and a substantial part of the events and omissions giving rise to the claim occurred in Westchester County.

FACTS COMMON TO ALL CAUSES OF ACTION

15. At all relevant times, Carl Kriegeskotte (“Carl”) was employed by the Marsh Sanctuary, and worked as a caretaker for the Marsh Sanctuary.

16. At all relevant times, in this role, Carl was an agent of Marsh Sanctuary and responsible for the care, maintenance, and upkeep of the Premises.

17. Carl lived on the Premises with his wife, Victoria and their two children Christian and Isa.

18. Upon information and belief, the home in which the Kriegeskotte family lived was a benefit of his employment at the Marsh Sanctuary.

19. Upon information and belief, the home in which the Kriegeskotte family lived was a benefit of his employment at the Marsh Sanctuary and is colloquially known as the Brookside Cottage, situated on land owned by Defendant Wildlife.

20. Plaintiff's parents had a close friendship with the Kriegeskotte family for many years.

21. Upon information and belief, and at all relevant times, the Premises was frequently visited by children.

22. In or around 1990, Plaintiff started visiting the Marsh Sanctuary when he was five (5) years old, and was often taken to the Premises after school.

23. On several occasions when Plaintiff was on the Premises, there were other children present, specifically two other young boys in addition to the Kreigeskottes' children.

24. When Plaintiff was at the Marsh Sanctuary with other children there was no adult supervision.

25. When Plaintiff was on the Premises with other children there were no security guards monitoring the property.

26. When Plaintiff was on the Premises with other children there were no fences or any physical structures enclosing the property.

27. Accordingly, Christian had free reign of all of the unmonitored and unguarded land in the Premises. Unfortunately, he abused this freedom.

28. In or around 1990, when Plaintiff was five (5) years old, his family friend Christian began to sexually assault Plaintiff on the Premises. This abuse occurred repeatedly and regularly from 1990 through 1996.

29. Specifically, when Plaintiff was five (5) years old, Christian dragged Plaintiff to his bedroom located on the Premises and forced Plaintiff to perform oral sex on him against his will.

30. Christian would repeatedly sexually abuse Plaintiff and other children in or around the Premises.

31. On one occasion, Christian dragged Plaintiff to one of the trails at located on the Premises where there was a dilapidated structure composed of a wood siding and a completely broken floor and broken windows. Next to this building, Christian forced his penis into Plaintiff's mouth.

32. Near the dilapidated structure on the Premises, there was a well on the Premises. There were no fences and no obstructions whatsoever that prevented anyone from approaching the structure. In or around the location of the well, on several occasions, Christian forced his penis into Plaintiff's mouth.

33. Located on the Premises were several unbounded ponds. Christian repeatedly forced his penis into Plaintiff's mouth around these ponds.

34. Christian repeatedly forced his penis into Plaintiff's mouth at every opportunity possible on the Premises.

35. Upon information and belief, there were no security guards present on the Premises despite the vast and sprawling nature of the Premises.

36. Upon information and belief, there were no security cameras present on the Premises despite the vast and sprawling nature of the Premises.

37. Upon information and belief, there were no fences to prevent injury or access to the vast and sprawling nature of the Premises.

38. Upon information and belief, there was nothing constructed on the Premises to stop the commission of crimes on the Premises despite the sprawling and vast nature of the Premises.

39. Upon information and belief, Carl was aware that Christian sexually abused children at various locations on the Premises. Specifically, Carl was aware of Christian's propensity to commit acts of sexual abuse because Carl was aware Christian committed acts of incest.

40. Upon information and belief, despite Carl's awareness of his son's illegal behavior, and as caretaker and agent of Defendant Marsh Sanctuary, Carl took no action to prevent the continued access to the remote areas of the vast and sprawling Premises, where this illegal and immoral conduct occurred, nor to stop the commission of any additional crimes from occurring on the Premises. As such, Plaintiff's sexual abuse continued in various locations on the vast and sprawling the Premises.

41. At no time during the forced sexual activity described herein did Plaintiff provide consent to engage in these acts with Christian.

42. At no time during the forced sexual activity described herein could Plaintiff legally provide consent to engage in these acts with Christian.

43. At all times, the conduct alleged herein violated New York State's Penal Code

44. As a direct result of the Defendants' conduct described herein, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological

treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm suffered as a result.

**AS AND FOR A FIRST CAUSE OF
ACTION ON BEHALF OF PLAINTIFF**

45. Plaintiff repeats and reiterates each and every allegation contained in paragraphs “1” through “44” of this Verified Complaint as if same was specifically set forth at length herein.

46. At all times mentioned herein, Defendant Wildlife, is and was a foreign business entity, duly authorized to do business in the State of New York.

47. At all times mentioned herein, the Defendant, Marsh Sanctuary, is and was a business entity, duly authorized to do business in the State of New York.

48. At all times mentioned herein, Defendants transacted business within the State of New York; regularly did or solicited business within the State of New York or engaged in other persistent courses conduct and rendered services in the State of New York and expected or should have reasonably expected its acts or omissions to have consequences within the State of New York.

49. At all times mentioned herein, Defendants were the owners of the land and structures located on the Premises.

50. At all times mentioned herein Defendant Marsh Sanctuary was the lessee of the land and structures located on the portions of Premises owned by Defendant Wildlife.

51. At all times mentioned herein, Defendant Marsh Sanctuary was the managing agent of the land and structures located on the Premises.

52. At all times mentioned herein, Defendant Wildlife was the lessor of the land and structures located on the Premises utilized by Defendant Marsh Sanctuary which were not specifically owned by Marsh Sanctuary.

53. At all times mentioned herein, Defendant Marsh Sanctuary operated the Premises.
54. At all times mentioned herein, Defendant Marsh Sanctuary controlled the Premises.
55. At all times mentioned herein, Defendants maintained the Premises.
56. At all times mentioned herein, Defendants possessed and/or occupied the Premises.
57. At all times relevant and mentioned herein, Plaintiff was lawfully present on the Premises.
58. At all times relevant and mentioned herein on the Premises, Plaintiff sustained serious and severe personal injuries subsequently causing severe emotional harm, after he was repeatedly and regularly sexually abused.
59. That the above occurrences were caused solely by and through the negligence of the Defendants, their agents, servants and/or employees, herein, without any negligence on the part of the Plaintiff contributing thereto.
60. That the Defendants, and/or each of them had both actual and constructive notice of the dangerous and defective conditions and practices complained of herein.
61. That the Defendants created the defective and dangerous condition through their omissions.
62. Plaintiff asserts an exemption from the abolition of joint and several liability pursuant to Article 16 of the C.P.L.R..
63. That the Defendants, and/or each of them, and/or their agents, servants, associates and/or employees were negligent, careless and reckless, in that they: (a) negligently, carelessly and recklessly, failed and omitted to properly, shore, equip, guard, arrange, operate and conduct their activities at the Premises, so as to provide reasonable and adequate protection and safety to the persons therein, and more particularly to the Plaintiff herein; (b) failed and omitted to provide

the Plaintiff with a safe place to enjoy nature and explore the wildlife and flora located on the Premises; (c) failed and omitted to insure that the Premises was kept free of hazardous conditions; (d) failed and omitted to properly train and inspect their employees at the aforementioned Premises; (e) failed and omitted to properly and adequately coordinate the activities of their employees with patrons and more particularly the Plaintiff; (f) failed and omitted to construct and/or install barricades and/or other warnings so as to apprise patrons, and more particularly the Plaintiff herein, of the dangerous conditions existing thereat; (g) failed and omitted to properly secure the public areas so that Plaintiff a safe place to enjoy nature and explore the wildlife and flora located on the Premises.

64. As a direct result of Defendants' conduct or omissions, Plaintiff has suffered the injuries and damages described herein.

65. By reason of the foregoing, Defendants, jointly severally, and/or in the alternative are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF PLAINTIFF**

66. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "44" of this Verified Complaint into a second cause of action as if same was specifically set forth at length herein.

67. From 1990 through 1996, Plaintiff was repeatedly sexually abused and assaulted on the Premises and as a result was severely damaged and suffered emotionally and psychically.

68. Plaintiff's conscious pain, agony and suffering was due to the negligence of the Defendants in failing to provide reasonable and adequate protection and safety to the persons therein, and more particularly to the Plaintiff herein; failed and omitted to provide the Plaintiff

with a safe place to enjoy nature and explore the wildlife and flora located on the Premises; failed and omitted to insure that the areas Plaintiff was present on at the aforementioned location was kept free of hazardous conditions; negligently and improperly allowing the Premises to become and remain dangerous, dilapidated, broken, raised, depressed, cracked and uneven, unrestrained, unguarded, and unsupervised thereby creating a dangerous, hazardous condition.

69. As a direct result of Defendants' conduct or omissions, Plaintiff has suffered the injuries and damages described herein.

70. By reason of the foregoing, Defendants, jointly severally, and/or in the alternative are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

WHEREFORE, the Plaintiff Matthew Lazarus, demands judgment against the Defendants Wildlife Preserves, Inc. and Marsh Sanctuary, Inc. in an amount exceeding the jurisdictional limits of all lower courts of the State of New York, on the First Cause of Action, together with interest, costs and disbursements of this action.

WHEREFORE, the Plaintiff Matthew Lazarus, demands judgment against the Defendants Wildlife Preserves, Inc. and Marsh Sanctuary, Inc., in an amount exceeding the jurisdictional limits of all lower courts of the State of New York, on the Second Cause of Action, together with interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: New York, New York
September 9, 2019

Respectfully Submitted,

HACH ROSE SCHIRIPPA & CHEVERIE, LLP

/s/ Hillary Nappi

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Attorneys for Plaintiff Matthew Lazarus

ATTORNEY VERIFICATION

HILLARY NAPPI, an attorney duly admitted and licensed to practice law in the courts of the State of New York, hereby affirms, pursuant to C.P.L.R. § 2106, states under the penalty of perjury, as follows:

I am an associate at Hach Rose Schirripa & Cheverie LLP, attorneys for the Plaintiff herein, and as such, fully familiar with all the facts and circumstances heretofore stated herein by reason of a file maintained in our office located at 112 Madison Avenue, 10th floor, New York, New York 10016; I have read the foregoing Complaint, and the same is true to our own knowledge, except as to the matters therein stated to be alleged upon information and belief and, as to those matters, we believe them to be true; and that this verification is being made by us because the Plaintiff does not reside within New York County wherein our office is located.

Dated: September 9, 2019
New York, New York

Hillary M. Nappi